

K.C.C. No. 163665

Tariff No. 1

TARIFF

OF

Name: Airecoach Charter & Tours L.L.C.

Address: 5344 SE 53rd Street Berryton, KS 66409

Motor Common Carrier Service

Between Points

And Places In Kansas
(As Shown Herein)

ISSUE DATE: 09/01/2004

EFFECTIVE DATE: 09/01/2004

Kenneth A. Sanders, President

Name and Title

Airecoach Charter & Tours L.L.C.

Name of Carrier

5344 SE 53rd Street

Street and PO Box Address

Berryton, KS 66409

City, State and Zip

Updated 08/30/06

Item No.	Subject And Application
1	<p>OPERATING AUTHORITY: Intrastate operations transporting passengers, hand baggage, music and athletic equipment, between points and places within Kansas over irregular routes.</p> <p>DEFINITIONS: The following definitions reflect the technical interpretations of words and phrases used in this tariff:</p> <p>CHARTER COACH: A unit of motor passenger equipment assigned to the exclusive use of a party or persons.</p> <p>CHARTER PARTY: The term "Charter Party" as used herein means a person or a group of persons, who pursuant to a common purpose, and under a single contract and at a fixed charge, have acquired the exclusive use of a passenger carrying motor vehicle to travel together as a group to a specified destination or for a particular itinerary, either agreed upon in advance or modified by the "Charter Party" after having left the "Place of Origin".</p> <p>CHARTER TRIP OR CHARTER MOVEMENT: Transportation and incidental service furnished by a carrier in a "Charter Coach" between points authorized herein, beginning at the time and place for which the "Charter Coach" is ordered and ending at the "Place of Destination".</p> <p>HOURLY: As used herein an "Hour" is each sixty (60) minute period beginning at the time the "Charter Coach" is ordered to be at the "Place of Origin" and ending at the time the "Charter Coach" is finally released by the "Charter Party".</p> <p>DAY: As used herein a "Day" is each twenty-four (24) hour period beginning at the time the "Charter Coach" is ordered to be at the "Place of Origin" and ending at the time the "Charter coach" is finally released by the "Charter Party".</p> <p>EQUIPMENT POINT: The "Equipment Point", as used in this tariff, means the place where the carrier maintains his vehicles. This point may differ from the location of the company's office.</p> <p>LIVE MILEAGE or LIVE MILES: "Live Mileage" as used herein, means the mileage traversed by a "Charter Coach" between the "Place of Origin" and the "Place of Destination".</p> <p>DEADHEAD MILEAGE OR DEADHEAD MILES: "Deadhead Mileage" as used herein means the distance, computed via the shortest practical state or national highway route.</p> <ol style="list-style-type: none"> 1. Between the "Equipment Point" and the "Place of Origin". 2. Between the "Place of Destination" and the "Equipment Point" <p>PLACE OF ORIGIN: The term "Place of Origin" as used herein, means the place where the "Charter party" orders the "Charter Coach" to be at the start of the "Charter Trip".</p> <p>PLACE OF DESTINATION: The term "Place of Destination" as used herein, means the place where the "Charter Coach" is vacated and released by the "Charter Party".</p> <p>WAITING TIME: Any period of time in excess of one-half (1/2) hour during which the "Charter Coach" is not in motion, at the request of, with the consent of, or for the convenience of the "Charter Party".</p> <p>MILEAGES, METHOD OF COMPUTING:</p> <ol style="list-style-type: none"> a) Mileages are to be computed for all live miles and deadhead miles by the use of speedometer or hub-o-meter in the carrier's vehicle. b) When movements are under special permits required by and obtained from a municipal or state regulatory body or commission, which specified therein the route to be traveled by the motor vehicle, the mileage to be used in determining the rate will be that shown on the speedometer or hub-o-meter of the carrier's vehicle, via route specified in special permit. c) Where due to road restrictions, flood conditions, or conditions of bridges or ferries or other restriction out of the control of the carrier, it is impractical to operate the vehicle over highways forming the shortest distance between origin and destination, the most practical route over which the vehicle can be moved will be shown in the charter order and the distance via such route will be used to determine the rate. The charter order will also show the reason for the route specified therein.

Item No.	Subject And Application
	<p>d) In computing mileages, the following will govern the disposition of fractions: Fractions of a mile will be increased to the next whole mile.</p> <p>OBJECTIONABLE PERSON(S): The carrier reserves the right to refuse to transport any person or persons who is/are under the influence of intoxicating liquor or drugs, or who is incapable of taking care of himself or herself/themselves, or who show conduct which if such, or is likely to be such, as to make him or her/them objectionable to other passengers or the driver or impair the safe operation of the motor vehicle. The carrier reserves the right to disembark the members of the "Charter Party" in whole or in part at a location other than the "Place of Destination" or "Place of Origin" if in the judgment of the carrier, safe operation of the motor vehicle can not be maintained.</p> <p>CONDUCT OF PASSENGERS: Members of the "Charter Party" shall not interfere with the operator in the discharge of his/her duty or tamper with any apparatus or appliance on the bus. Possession of firearms, explosives and fireworks (whether in baggage or on the person) are strictly forbidden on the carrier's equipment. The following items are prohibited in the passenger compartment of the carrier's equipment (i) Decorations; (ii) Alcoholic Beverages; (iii) Smoking; (iv) Glass Containers; (v) Shoes with spikes or apparatus capable of equipment damage; (vi) Fuel containers, generators or tap beer containers (not allowed anywhere in the equipment); (vii) food items of a nature capable of causing damage.</p> <p>BAGGAGE:</p> <ul style="list-style-type: none"> a) Baggage will not be checked and the carrier accepts no liability for loss, damage or impairment of use. b) To the limit of the "Charter Coach" capacity, personal baggage, musical instruments, athletic equipment and other paraphernalia necessary for the purpose of the "Charter Trip" will be transported in the custody of the "Charter Party" at no additional charges. If additional space is required, charter charges will be assessed for additional coach as published herein. <p>LIABILITY:</p> <ul style="list-style-type: none"> a) The carrier will not be liable for delays caused by the Act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or dangers incident to a state of war, accidents, breakdowns, bad conditions of the road, snow storms or other weather related impairments, and other conditions beyond its control, and does not guarantee to arrive at or depart from any point at a specified time. The carrier will endeavor to maintain the schedule submitted by its agent or employee, but same is not guaranteed. b) If any Act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or dangers incident to a state of war, accidents, breakdowns, bad conditions of the road, snow storms or other weather related impairments, and other conditions beyond its control, make it, in the judgment of the carrier, inadvisable to operate "Charter Coaches" either from the "Place of Origin" or any point enroute, the carrier shall not be liable therefore, or be caused to be held for damages for any reason whatsoever. <p>CLAIMS: Except as might otherwise be prescribed by law, all claims of whatsoever character must be filed in writing within 30 days from the date transportation services are completed.</p> <p>APPLICATION AND COLLECTION OF CHARGES:</p> <ul style="list-style-type: none"> a) The charges published in the tariff are based on the capacity of the bus ordered and used by the charter party subject to the provisions of other paragraphs of this item. b) When "Charter Part" and additional "Accommodations" (if any) are of sufficient size to require two or more "Charter Coaches", the charges shown herein will be applied separately for each "Charter Coach" used. c) Charges shown herein apply for "Charter Trips" over paved, oiled, macadam roads, or roads over which the "Charter Coach" can be operated at the time of the "Charter Trip" with safety and without undue wear.

Item No.	Subject And Application
	<p>d) All quotations are subject to the carrier being able to supply equipment and apply only when proper arrangements have been made for the furnishing of equipment and when the carrier can properly meet with all the requirements of the city, state, National or State Park, Monument, Reservation or other jurisdiction through which the “Charter Coach” must pass.</p> <p>e) Scrip, commutation or mileage books or coupons will not be accepted in payment of charges shown herein.</p> <p>f) All charges for a “Charter Trip” must be assessed against and/or collected from the person or organization ordering the “Charter Coach”, and will not be prorated and collected as fares from individuals. The “Charter Party” must be age 25 or older.</p> <p>g) If the “Charter Party” during the “Charter Trip” desires to change routing, duration of the “Charter Trip” or other arrangement, charges for the revised “Charter Trip” will be assessed and collected on the basis of the rates and charges published herein, plus any additional expenses incurred on the basis of the original order.</p> <p>h) All charges, including deposits and final payments, for the “Charter Trip” shall be paid by the “Charter Party” before services are provided by the carrier according to the carrier’s policies.</p> <p>i) The “Charter Party” must notify the Company of cancellations to the “Charter Trip” via fax, phone or email. Refund or credit will be made to the “Charter Party” based on the difference between the payments collected and the charges assessed in accordance with the provisions of this tariff. Providing no costs external to the carrier have been incurred, cancellations within thirty-one (31) days prior to departure will not be assessed cancellation fees. Cancellations with thirty (30) days prior to departure forfeit the Reservation Deposit and any un-refundable costs incurred by the carrier. Cancellations within fourteen (14) days of departure are assessed a fee of fifty (50) percent of the cost of the charter or thirty (30) percent plus the cost of any un-refundable costs incurred by the carrier, whichever is greater. Cancellations within seven (7) days of departure result in forfeiture of one hundred (100) percent of the full amount paid for the charter. Any refunds or credit will be made only through the General Office of the carrier.</p> <p>j) The “Charter Party” is responsible for reserving and payment for overnight accommodations required by the carrier’s driver(s) of a clean nature and suitable for driver rest.</p> <p>k) The “Charter Party” is required comply with all Federal, State and local laws pertaining to copyrighted media played in the carrier’s media equipment as a condition of its usage and secure any necessary licenses to publicly exhibit copyrighted media.</p> <p>l) Where a contract for “Charter Coach” service to be performed on or after the effective date of a charge contained in a revised page hereof, was executed more than thirty (30) days prior to said effective date, the charge superseded by such revised charge will be assessed.</p> <p>DAMAGE TO VEHICLES: Each vehicle assigned for charter service will be in good condition, including the condition of window glass and seats. Any damage to the vehicle caused by the “Charter Party” will be charged by the carrier to the “Charter Party” and payment is required within 10 days of the determination of the costs by carrier and notice provided to the “Charter Party” less any pre-paid damage deposit balance by the “Charter Party”.</p> <p>COMPUTATION OF CHARGES: Charges will be computed on the basis of the size of bus ordered by the “Charter Party” as provided in the following paragraphs:</p> <p>a) BASIC CHARGE The basic charge to be assessed will be the “live Mileage” and the “Deadhead Mileage” charges computed under the provisions of Paragraph (b) and (c) of this item, or the Time Charge computed under the provisions of Paragraph (c), WHICHEVER IS GREATER. Note – In no case shall the charge for a “Charter Movement” which does not terminate at the “Place of Origin” exceed the charge which would apply for a “Charter Movement” which terminates at the “Place of Origin”.</p>

Item No.	Subject And Application																		
	<p>b) LIVE MILEAGE CHARGE: A time charge will be assessed for each mile traversed by “Charter Coach” between the “Place of Origin” and the “Place of Destination” at the applicable rate shown in Column 2 in the Table of Rate shown in Item 11.</p> <p>c) TIME CHARGES: A time charge will be assessed for each “Hour”, or quarter-hour fraction thereof (rounded to the next quarter), computed from the time the “Charter Coach” is ordered to be at the “Place of Origin” to the time the “Charter Coach” is released by the “Charter Party” at the “Place of Destination”. The time charge for the first twenty-four (24) hours will be computed on the basis of the charges shown in Columns 4 and 5 in the Table of Rates shown in Item No. 11 but not to exceed the charge for twenty-four (24) hours shown in Column 6. The time charge for each hour over the first five (5) hours will be computed on the basis of the charges shown in Column 5 in the Table of Rates shown in Item No. 11, but not to exceed the charge for twenty-four (24) hours shown in Column 6. The Time Charges provided under this paragraph (c) are computed on the basis of the applicable “Live Mileage” charge computed under Paragraph (b), plus an amount sufficient to raise the total to the Time Charge computed hereunder.</p> <p>d) RESERVATION DEPOSIT AND FINAL PAYMENT: A deposit of thirty percent (30%) of the quoted price (\$150 minimum) of the charter shall be collected at the time of the “Charter Party” establishes a confirmed reservation. Final payment for the charter service is due not less than thirty (30) days prior to the date of departure of the charter.</p> <p>e) DAMAGE AND CLEANING DEPOSIT: A deposit of \$100 shall be paid by the “Charter Party” at the time of final payment as full or partial payment of costs to repair damage caused by the members of the “Charter Party” or costs incurred for more than a normal amount of the time and material necessary to clean the equipment following “Charter Party” equipment usage.</p> <p>f) DEADHEAD MILEAGE CHARGE: A “Deadhead Mileage” charge, as shown below, will be assessed for each mile traversed by a “Charter Coach”, computed via the shortest practical highway route. (See Item No. 3)</p> <p>1) Between the “Equipment Point” and the “Place of Origin”.</p> <p>2) Between the “Place of Destination” and the “Equipment Point”</p> <p>TABLE OF RATES:</p> <table><tr><th>COLUMN 1</th><th>COLUMN 2</th><th>COLUMN 3</th><th>COLUMN 4</th><th>COLUMN 5</th><th>COLUMN 6</th></tr><tr><td>Number of Passengers Per Charter Coach</td><td>Per Live Mile</td><td>Per Deadhead Mile</td><td>First 5 Hours or Less</td><td>TIME CHARGES Each Additional Hour</td><td>Maximum 24 Hour Period</td></tr><tr><td>1-47</td><td>\$2.15</td><td>\$1.65</td><td>\$295.00</td><td>\$51.00</td><td>\$550.00</td></tr></table>	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	Number of Passengers Per Charter Coach	Per Live Mile	Per Deadhead Mile	First 5 Hours or Less	TIME CHARGES Each Additional Hour	Maximum 24 Hour Period	1-47	\$2.15	\$1.65	\$295.00	\$51.00	\$550.00
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